

## **AGREEMENT**

This Agreement is made by and between Frank Pruitt (“Employee”) and Atlanta Datacom, Inc. (“Adcom” or “Employer”) this 7th day of December, 2012.

WHEREAS Employee was employed by Employer; and,

WHEREAS disputes have arisen between Employee and Employer concerning whether Employee was properly paid under the Fair Labor Standards Act; and,

WHEREAS the claim of the employee led to that lawsuit styled Frank Pruitt v. Atlanta Datacom, Inc.; United States District Court for the Northern District of Atlanta; Civil Action File No.: 1:12-cv-2563-AT; and,

WHEREAS Employer denies any and all liability or responsibility to Employee with respect to Employee’s claim for added compensation; and,

WHEREAS the parties are desirous of buying their peace, by and through an amicable settlement, the parties do agree as follows:

(1) **Settlement Amount.** Employer shall pay Employee the amount of Fifteen Thousand Dollars (\$15,000.00), by December 17, 2012, allocated as follows:

(a) The sum of Six Thousand One Hundred and Three and 05/100ths Dollars (\$6,103.05) made payable to Frank Pruitt; and

(b) The sum of Eight Thousand Eight Hundred and Ninety-Six and 95/100ths Dollars (\$8,896.95) as payment for Employee's attorneys' fees and litigation expenses, made payable to Employee's counsel, Barrett & Farahany, LLP.

(2) The parties do acknowledge and agree that the Employer does not, in any way, admit liability for any of the payments made hereunder but the payment is made simply for the Employer to buy its peace;

(3) For and in consideration of this payment, the Employee releases Employer and all of its officers, directors, shareholders, and employees from any and all claims arising in any way out of the Employee being employed by the Employer including, but not limited to any claims that have been made or could have been made for claims for additional compensation under the Fair Labor Standards Act or claims for attorneys' fees.

(4) Employee does further release Employer from any and all claims that Employee could have made against the Employer arising out of facts occurring prior to Employee ceasing being employed by Employer, including tort claims, claims in contract, claims of discrimination, claims for wrongful discharge or torts or contract claims.

(5) It is also agreed that both parties and their attorneys shall maintain complete confidentiality with respect to the terms of the settlement and neither

party or their lawyers shall divulge to any person the content of this settlement, with the exception of Employee's spouse, any person or entity engaged by the parties as a tax preparer, or as necessary to obtain approval of this settlement by the Court; and,

(6) Upon the payment called for by this Agreement being made, the Plaintiff agrees to dismiss with prejudice its above-styled pending lawsuit.

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Frank Pruitt

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Atlanta Datacom, Inc.

Name: \_\_\_\_\_

Date: \_\_\_\_\_